

# EXHIBIT A

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

THE PROIMMUNE COMPANY, LLC, a  
Delaware limited liability company;

Plaintiff,

v.

HOLISTA COLLTECH LTD., an Australian  
corporation; and DOES 1-50, inclusive;

Defendants.

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AND RELATED COUNTERCLAIMS.

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Case No.: 7:20-cv-01247-KMK

**[PROPOSED] JUDGMENT**

On June 14, 2021, Plaintiff/Counter-Defendant The ProImmune Company, LLC's Motion for Summary Judgment was filed with the Court. (ECF 48.) On March 21, 2022, the Court granted ProImmune's Motion for Summary Judgment, and requested briefing on two remaining issues. (ECF 85.) On January 30, 2023, the Court affirmed its ruling on ProImmune's Motion for Summary Judgment. (ECF 96.)

Having ruled that ProImmune is entitled to judgment as a matter of law with respect to its first, second, and fourth causes of action for breach of contract, the Court further rules that ProImmune is entitled to pre-judgment interest for its claims from the date of breach at 9% per annum.

Having considered ProImmune's request to dismiss its third cause of action for breach of contract with prejudice, pursuant to FRCP 41(a)(2), and finding no prejudice to Holista as a result, the Court further rules that claim dismissed with prejudice.

Based on the foregoing, the Court enters judgment in favor of ProImmune and orders:

- ProImmune is entitled to damages in the amount of \$1,198,150.00 against Holista for its first, second, and fourth claims for breach of contract. *See also* ECF 96.
- ProImmune is entitled to prejudgment interest on its claims in the amount of \$\_\_\_\_\_.

SO ADJUDGED.

Dated: \_\_\_\_\_

\_\_\_\_\_  
KENNETH M. KARAS  
United States District Judge